

Newark
- Housing Authority
- MOC.

HOUSING AUTHORITY OF THE CITY OF NEWARK
LOUIS DANZIG EXECUTIVE DIRECTOR

SPECIFICATIONS
FOR
ALUMINUM CHAIN LINK FENCES AND
REPAIR OF GALVANIZED STEEL OR
ALUMINUM CHAIN LINK FENCES

OCTOBER, 1961

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INVITATION FOR BIDS

HOUSING AUTHORITY OF THE CITY OF NEWARK

The HOUSING AUTHORITY OF THE CITY OF NEWARK will receive sealed bids for ALUMINUM CHAIN LINK FENCES AND REPAIR OF GALVANIZED STEEL OR ALUMINUM CHAIN LINK FENCES at 2:00 p.m., on the 17th day of October, 1961, at 57 Sussex Avenue, Newark, New Jersey at which time and place all bids will be publicly opened and read aloud.

Proposed forms of contract documents, including Specifications, are on file at the office of the HOUSING AUTHORITY OF THE CITY OF NEWARK at 57 Sussex Avenue, Newark, New Jersey.

The successful bidder will be required to furnish and pay for satisfactory performance and payment bond or bonds.

The HOUSING AUTHORITY OF THE CITY OF NEWARK reserves the right to reject any or all bids or to waive informalities in the bidding.

No bid shall be withdrawn for a period of sixty (60) days subsequent to the opening of bids without the consent of the HOUSING AUTHORITY OF THE CITY OF NEWARK.

LOUIS DANZIG
Executive Director

October, 1961

INSTRUCTIONS TO BIDDERS

1. USE OF SEPARATE BID FORMS:

Attention is directed to the fact that these Specifications include a complete set of bidding and contract forms. These are for the convenience of bidders and are not to be detached from the Specifications, or filled out, or executed. Separate copies of Bid Forms are furnished for that purpose, in quadruplicate, three to be submitted with the Bid and one to be retained by the bidder for his records. Only one of the three copies of the Bid shall be signed. The other two shall be conformed copies only.

2. INTERPRETATIONS:

No oral interpretation will be made to any bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing to the Local Authority at 57 Sussex Avenue, Newark, New Jersey. Any inquiry received ten (10) or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the Specifications which, if issued, will be on file in the office of the Local Authority at least seven (7) days before Bids are opened. In addition, addenda will be mailed to each bidder, but it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become part of the Contract and all bidders shall be bound by such addenda, whether or not received by the bidders.

3. ALTERNATE BIDS:

Alternate Bids will not be considered.

4. PROPOSALS:

a. All bids must be submitted on forms prepared by the Local Authority and shall be subject to all requirements of the Specifications, and this Instructions to Bidders. Only the original shall be signed. Two additional conformed copies shall be submitted.

b. Bid Documents shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words "Bid Documents", the project number, name of bidder, and date and time of opening so as to guard against premature opening of any Bid.

c. The Local Authority may consider as informal any Bid on which there is an alteration of or departure from the Bid Form hereto attached.

d. The Contract will be based upon the completion of the work according to the Specifications, together with all addenda thereto, under the lowest proposal submitted by a responsible bidder, irrespective of the options permitted by the Contract which the bidder chooses to use. The Local Authority has determined by its inclusion of the options, that any of the requested options are equally acceptable. The bidder is, therefore, required to submit only his lowest proposal for the work to be performed inasmuch as no other will be considered.

5. BID GUARANTY:

a. The Bid must be accompanied by a Bid Guaranty which shall not be less than ten percent (10%) of the amount of the Bid, and at the option of the bidder may be a certified check, bank draft, U.S. Government Bonds (at par value) or a bid bond secured by a guarantee company or a surety company in the form attached. No bid will be considered unless it is so guaranteed. Certified check or bank draft must be made payable to the order of the HOUSING AUTHORITY OF THE CITY OF NEWARK. Cash deposits will not be accepted. The Bid Guaranty shall insure the execution of the Contract and the furnishing or performance and payment bond by the successful bidder all as required by the Specifications.

b. In case Bid Guaranty is in the form of a certified check, bank draft, or U.S. Government Bonds, the Local Authority may make such disposition of the same as will accomplish the purpose for which submitted. Certified checks or bank drafts or the amount thereof, and U.S. Government Bonds of unsuccessful bidders will be returned as soon as practicable after the opening of Bids.

6. COLLUSIVE AGREEMENTS:

Each person submitting to the Local Authority a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any Bid submitted. Such affidavit shall be attached to the Bid.

7. STATEMENT OF BIDDER'S QUALIFICATIONS:

Each Bid and each conformed copy thereof must be accompanied by a statement, on the form furnished for that purpose, a copy of which is included in the Specifications, of the bidder's financial resources, his construction experience, and his organization and equipment available for the work contemplated. The Local Authority shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish the Local Authority all such information and data for this purpose as the Local Authority may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Local Authority that the bidder is qualified to carry out properly the terms of the Specifications.

8. CORRECTIONS:

Mistakes or other changes in the Bids must be explained or noted over the signature of the bidder.

9. TIME FOR RECEIVING BIDS:

a. Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will

not be considered, but modification by telegraph of Bids already submitted will be considered if received prior to the hour set for opening; Provided, that written confirmation of such modification over the signature of the bidder is placed in the mail and bears U.S. postmark prior to the time set for Bid opening.

b. Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended subject to rejection.

c. Bidders are cautioned to allow ample time for transmittal of Bids by mail or otherwise. Bidders should secure correct information relative to the probable time of arrival and distribution of mail at the place where Bids are to be opened.

10. OPENING OF BIDS:

At the time and place fixed for the opening of Bids, every Bid received within the time fixed for receiving Bids will be opened and publicly read aloud, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

11. AWARD OF CONTRACT: REJECTION OF BIDS:

a. The Contract will be awarded to the responsible bidder submitting the lowest proposal complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and it is to the interest of the Local Authority to accept it. The bidder to whom the award is made will be notified at the earliest practicable date. The Local Authority, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the interest of the Local Authority.

b. The Local Authority also reserves the right to reject the Bid of any bidder who has previously failed to perform properly, or to complete on time, Contracts of a similar nature; who is not in a position to perform the Contract; or who has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, materialmen, or employees. In determining the lowest responsible bidder the following elements, in addition to those above mentioned, will be considered; whether the bidder involved (1) maintains a permanent place of business; (2) has adequate plant equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; (4) has appropriate technical experience. The Local Authority reserves the right to consider as unqualified to perform the work described in the Specifications any bidder who does not habitually perform with his own forces the type of work described fully in the Specifications.

c. The ability of a bidder to obtain a performance bond shall not be regarded as the sole test of such bidder's competency or responsibility.

12. PERFORMANCE AND PAYMENT BOND, EXECUTION OF CONTRACT:

a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the

Local Authority a Contract in the form included in the Specifications in such number of counterparts as the Local Authority may require. Separate Contract forms, in lieu of those found in the Specifications, shall be used for the purpose.

b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in 12a. above, furnish a performance and payment bond in a penal sum of at least one hundred percent (100%) of the amount of the Contract awarded, as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services, of any nature, employed or used by him in performing the work. Such bond shall be in the form of bond included in the Specifications and shall bear the same date as, or a date subsequent to the date of the Contract.

c. On each such bond the rate of premium shall be stated, together with the total amount of the premium charged. The current power-of-attorney for the person who signs for any surety company shall be attached to such bond.

d. The failure of the successful bidder to execute such Contract and to supply the required bonds within ten (10) days after prescribed forms are presented for signature, or within such extended period as the Local Authority may grant based upon reasons determined adequate by the Local Authority shall constitute a default, and the Local Authority may either award the Contract to the next responsible bidder or readvertise for Bids, and may charge against the bidder the difference between the amount of the Bid and the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Guaranty.

BID FOR
ALUMINUM CHAIN LINK FENCES AND
REPAIR OF GALVANIZED STEEL OR
ALUMINUM CHAIN LINK FENCES

TO: HOUSING AUTHORITY OF THE CITY OF NEWARK
 57 Sussex Avenue, Newark, New Jersey

Gentlemen:

1. The undersigned having familiarized _____ with the local conditions affecting the cost of the work and with the Specifications (including Invitation for Bids, Instructions to Bidders, this Bid, the form of Bid Bond, the form of Non-Collusive Affidavit, the form of Performance and Payment Bond, and Specifications for ALUMINUM CHAIN LINK FENCES AND REPAIR OF GALVANIZED STEEL OR ALUMINUM CHAIN LINK FENCES) and addenda, if any thereto, as prepared by the HOUSING AUTHORITY OF THE CITY OF NEWARK, and on file at the office of the Local Authority, hereby proposes to furnish labor and material for ALUMINUM CHAIN LINK FENCES AND REPAIR OF GALVANIZED STEEL OR ALUMINUM CHAIN LINK FENCES, in accordance therewith at prices indicated below:

a. Provide all labor and material necessary to perform Items #1 to 3 as required by Part I of the Technical Specifications.

Item No.	Description	Total Price
1.	<u>At Project NJ 2-5</u>	
	a. Remove and salvage existing fence at large playground and in place thereof install 18'0" Aluminum Chain Link Fence approximately 468 L/F @	\$ _____
	b. Install 42" Aluminum Chain Link Fence at New Spray Pool approximately 70 L/F @	\$ _____
2.	<u>At Project NJ 2-6</u>	
	Install Aluminum Chain Link Fence and Gate on Existing Ramp Pipe Rails:	
	a. Bldg. #21, 36" high, Lump Sum	\$ _____
	b. Bldg. #17, 36" high, Lump Sum	\$ _____
	c. Bldg. #4, 30" high, Lump Sum	\$ _____
3.	<u>At Project NJ 2-7</u> 782-9	
	Install 48" High Aluminum Chain Link Fence and Gates as follows:	
	a. Two sections between Bldgs. #1 and #2, Lump Sum	\$ _____
	b. Two sections between Bldgs. #4 and #5, Lump Sum	\$ _____
TOTAL BID PART I		\$ _____

b. Provide all labor and material necessary to perform repair work to existing Galvanized Steel or Aluminum Fencing at the following unit prices in accordance with Part II of the Technical Specifications.

Item No.	Description Galvanized as listed or Aluminum Equal	Unit	Approx. Quantity	Unit Price Delivered	Total Price
1.	36" #9 Gauge Galv. Chain Link Fabric W/Ties	L/F	50	\$	\$
2.	42" #9 Gauge Galv. Chain Link Fabric W/Ties	L/F	50	\$	\$
3.	48" #9 Gauge Galv. Chain Link Fabric W/Ties	L/F	50	\$	\$
4.	60" #9 Gauge Galv. Chain Link Fabric W/Ties	L/F	50	\$	\$
5.	72" #9 Gauge Galv. Chain Link Fabric W/Ties	L/F	50	\$	\$
6.	96" #9 Gauge Chain Link Fabric W/Ties	L/F	1	\$	\$
7.	108" #9 Gauge Chain Link Fabric W/Ties	L/F	1	\$	\$
8.	144" #9 Gauge Chain Link Fabric W/Ties	L/F	1	\$	\$
9.	96" #6 Gauge Chain Link Fabric W/Ties	L/F	1	\$	\$
10.	144" #6 Gauge Chain Link Fabric W/Ties	L/F	1	\$	\$
11.	35" Stretcher Bars	EA	1	\$	\$
12.	41" Stretcher Bars	EA.	5	\$	\$
13.	47" Stretcher Bars	EA	5	\$	\$
14.	59" Stretcher Bars	EA	5	\$	\$
15.	71" Stretcher Bars	EA	5	\$	\$
16.	95" Stretcher Bars	EA	1	\$	\$
17.	143" Stretcher Bars	EA	1	\$	\$
18.	Barbed Wire	L/F	100	\$	\$
19.	2" O.D. Post W/Footing	L/F	50	\$	\$
20.	2-1/2" O.D. Post W/Footing	L/F	30	\$	\$

Item No.	Galvanized as listed or Aluminum Equal	Unit	Approx. Quantity	Unit Price Delivered	Total Price
21.	3" O.D. Post W/Footing	L/F	50	\$	\$
22.	4" O.D. Post W/Footing	L/F	1	\$	\$
23.	2" O.D. Post (Roof Fence Framing)	L/F	5	\$	\$
24.	2-1/2" O.D. Post (Roof Fence Framing)	L/F	5	\$	\$
25.	Roof Fence Framework Welding	INCH	50	\$	\$
26.	1-3/8" O.D. Rail	L/F	100	\$	\$
27.	1-5/8" O.D. Rail	L/F	150	\$	\$
28.	1-3/8" O.D. Rail Coupling	EA.	10	\$	\$
29.	1-5/8" O.D. Rail Coupling	EA.	10	\$	\$
30.	2" O.D. Line Post Top	EA.	15	\$	\$
31.	2-1/2" O.D. Line Post Top	EA.	10	\$	\$
32.	3" O.D. Line Post Top	EA.	1	\$	\$
33.	4" O.D. Line Post Top	EA.	1	\$	\$
34.	2" O.D. Corner Post Top	EA.	1	\$	\$
35.	2-1/2" O.D. Corner Post Top	EA.	15	\$	\$
36.	3" O.D. Corner Post Top	EA.	10	\$	\$
37.	4" O.D. Corner Post Top	EA.	1	\$	\$
38.	1-3/8" End Cup-Rail	EA.	10	\$	\$
39.	1-3/8" Corner Cup-Rail Off Set	EA.	15	\$	\$
40.	1-5/8" End Cup-Rail	EA.	20	\$	\$
41.	1-5/8" Corner Cup-Rail Off Set	EA.	1	\$	\$
42.	2" End Cup-Rail	EA.	10	\$	\$
43.	2" Corner Rail-Cup Off Set	EA.	10	\$	\$
44.	2" 2-Way Clamps - Rail (Blvd.)	EA.	10	\$	\$

Item No.	Galvanized as listed or Aluminum Equal	Unit	Approx. Quantity	Unit Price Delivered	Total Price
45.	2-1/2" 2-Way Clamps - Rail (Blvd.)	EA.	10	\$	\$
46.	3" 2-Way Clamps - Rail (Blvd.)	EA.	10	\$	\$
47.	2-Way Clamps - Rail (Blvd.)	EA.	1	\$	\$
48.	2" End Band	EA.	15	\$	\$
49.	2-1/2" End Band	EA.	15	\$	\$
50.	3" End Band	EA.	15	\$	\$
51.	4" End Band	EA.	1	\$	\$
52.	2" Stretcher Bar Band	EA.	10	\$	\$
53.	2-1/2" Stretcher Bar Band	EA.	10	\$	\$
54.	3" Stretcher Bar Band	EA.	10	\$	\$
55.	4" Stretcher Bar Band	EA.	1	\$	\$
56.	2" Post Top (Barb Wire)	EA.	1	\$	\$
57.	2-1/2" Post Top (Barb Wire)	EA.	1	\$	\$
58.	2-1/2" Brace and Truss Band	EA.	1	\$	\$
59.	1/2" Truss Rod - Threaded	L/F	100	\$	\$
60.	1/2" Truss Tightener or Turnbuckle	EA.	10	\$	\$
61.	3/8" x 1-1/4" Carriage Bolts	EA.	100	\$	\$
62.	3/8" Nut	EA.	100	\$	\$
63.	1/2" Nut	EA.	100	\$	\$
64.	2" x 2-1/2" Gate Hinge (Top)	EA.	1	\$	\$
65.	2" x 2-1/2" Gate Hinge (Bottom)	EA.	1	\$	\$
66.	2" x 3" Gate Hinge (Top)	EA.	1	\$	\$
67.	2" x 3" Gate Hinge (Bottom)	EA.	1	\$	\$
68.	2" Corner Ell (Gate)	EA.	1	\$	\$

Item No.	Galvanized as listed or Aluminum Equal	Unit	Approx. Quantity	Unit Price Delivered	Total Price
69.	2" x 2-1/2" Fork Latch	EA.	1	\$	\$
70.	2" x 3" Fork Latch	EA.	1	\$	\$
71.	42" Drop Rod	EA.	1	\$	\$
72.	72" Drop Rod	EA.	1	\$	\$
73.	2" Plunger Rod Catch	EA.	1	\$	\$
74.	2" Outer Gate Holder	EA.	1	\$	\$
75.	Wire Ties	EA.	1000	\$	\$
76.	2" Lock Keeper Guide	EA.	1	\$	\$
77.	LABOR - Hourly crew rate for installation of material (Items #1 to #76) for Fence Repairs of various projects. A crew to be one (1) Ironworker Foreman, two (2) Ironworkers, all equipment, Tools, etc.				
		HRS.	100	\$	\$

TOTAL PART II: \$ _____

2. In submitting a bid, Unit Prices shall be applied to all items. Where estimate quantities are shown, these items shall be extended to show TOTAL COST of the item and the TOTAL SUM OF THESE ITEMS SHALL BE INSERTED.

3. The AUTHORITY reserves the right to award Part I and/or Part II separately or together to the lowest responsible bidders.

4. In submitting this bid, it is understood that the right is reserved by the HOUSING AUTHORITY OF THE CITY OF NEWARK to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of sixty (60) days from the opening thereof.

5. Security in the sum of* _____ Dollar (\$ _____) in the form of _____ is submitted herewith in accordance with the Specifications.

6. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this Bid or any other Bid or the submitting of Bids for the Contract for which his Bid is submitted. Also attached is a statement of Contractor's Qualifications.

DATE _____

OFFICIAL ADDRESS _____ BY _____

_____ TITLE _____

* 10% of Total Amount of Bid

(SUBMIT BID IN TRIPLICATE)

BID BOND

WITNESSETH ALL MEN BY THESE PRESENTS, That we the undersigned,

(Name of Principal)

as PRINCIPAL, and

_____, as SURETY

(Name of Surety)

are held and firmly bound unto the HOUSING AUTHORITY OF THE CITY OF NEWARK, herein-
after called the "Local Authority", in the penal sum of _____

_____, DOLLARS,

lawful money of the United States, for the payment of which sum well and truly
to be made, we bind ourselves, our heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted
the accompanying Bid, dated _____ 19____,
for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period
specified therein after the opening of the same, or, if no period be specified,
within sixty (60) days after the said opening, and shall within the period
specified therefor, or, if no period be specified within ten (10) days, after the
prescribed forms are presented to him for signature, enter into a written contract
with the Local Authority in accordance with the Bid as accepted, and give bond with
good and sufficient surety or sureties, as may be required, for the faithful
performance and proper fulfillment of such contract; or in the event of the
withdrawal of said Bid within the period specified, or the failure to enter into
such contract and give such Bond within the time specified, if the Principal shall
pay the Local Authority the difference between the amount specified in said Bid
and the amount for which the Local Authority may procure the required work or
supplies or both, if the latter amount be in excess of the former, then the above
obligation shall be void and of no effect, otherwise to remain in full force and
virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under
their several seals this _____ day of _____, 19____, the
name and corporate seal of each corporate party being hereto affixed and these
presents duly signed by its undersigned representative, pursuant to authority of
its governing body.

In presence of:

(Seal)

(Individual Principal)

(Business Address)

(Seal)

(Individual Principal)

(Business Address)

Attest:

(Corporate Principal)

(Business Address)
BY _____ Affix
Corporate Seal

Attest:

(Corporate Surety)

BY _____ Affix
Corporate Seal

(Power-of-Attorney for person signing for Surety Company must be attached to Bond.)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the _____
Secretary of the corporation named as Principal in the
within bond; that _____, who signed the said bond on
behalf of the Principal was then _____ of said corpora-
tion; that I know his signature, and his signature thereto is genuine, and that
said bond was duly signed, sealed and attested to for and in behalf of said
corporation by authority of its governing body.

(Corporate Seal)

NON-COLLUSIVE AFFIDAVIT

STATE OF _____ }
COUNTY OF _____ } SS.:

_____, being first duly sworn, deposes and says:

That he is _____
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid; that such proposal or Bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham Bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said Bid price, or of that of any other bidder, or to secure any advantage against the HOUSING AUTHORITY OF THE CITY OF NEWARK, or any person interested in the proposed Contract; and that all statements in said proposal or Bid are true.

Signature of:

Bidder, if the bidder is an individual;
Partner, if the bidder is a partnership;
Officer, if the bidder is a corporation.

Subscribed and Sworn to }
before me this _____ }
day of _____, 19____ }

My Commission expires _____

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, attach separate sheets for items marked*.

1. Name of Bidder _____
2. Business Address _____
3. When organized _____
4. Where incorporated _____
5. How many years have you been engaged in the _____ BUSINESS
under your present firm name? _____
6. *Contracts on hand: (Schedule these) Gross Amount: _____
(Each Contract) _____
7. *General character of work performed by your company _____
8. Have you ever failed to complete any work awarded to you? If so, where and why? _____
9. *Have you ever defaulted on a Contract: If so, where and why _____
10. *List of more important Contracts completed by your company including approximate cost _____
11. *Background and experience of the principal members of your personnel including the officers _____
12. *Credit available. Furnish written financial statement dated within three (3) months of bid date.

*Attach additional sheets giving the information.

The above statements must be subscribed and sworn to before a notary public.

CONTRACT

THIS AGREEMENT, made this _____ day of _____, 'in t. -
year Nineteen Hundred and Sixty-_____, by and between _____
_____, a corporation organized and existing under the
laws of the State of _____; a partnership consisting of _____
_____; an individual trading as _____
_____; with its principal place of business at _____,
hereinafter called
the "Contractor", and the HOUSING AUTHORITY OF THE CITY OF NEWARK, a body corporate
and politic, organized and existing under and by virtue of the laws of the State of
New Jersey, with its principal place of business at 57 Sussex Avenue, in the City
of Newark, County of Essex and State of New Jersey, hereinafter called the "Local
Authority".

WITNESSETH, That the Contractor and the Local Authority for the consideration
stated herein mutually agree as follows:

ARTICLE I. Statement of Work. The Contractor shall furnish and install _____
_____ in strict accordance with the Specification
entitled "SPECIFICATIONS FOR _____"
_____, and addenda, thereto, if any, all as prepared by the HOUSING
AUTHORITY OF THE CITY OF NEWARK, which said Specifications and addenda, if any,
are incorporated herein by reference and made a part hereof.

ARTICLE II. The Contract Price. The Local Authority shall pay the Contractor for
the performance of the Contract, in current funds, subject to additions and
deductions as provided in the Specifications, the sum of _____
Dollars (\$ _____).

ARTICLE III. Contract Documents. The Contract shall consist of the following
component parts:

- a. This Instrument
- b. Specifications for _____
- c. Bid as submitted by the Contractor and accepted
by the HOUSING AUTHORITY OF THE CITY OF NEWARK
- d. Delivery Instructions
- e. Performance and Payment Bond
- f. Notice to Proceed

This Instrument, together with the other documents enumerated in this ARTICLE III
which said other documents are as fully a part of the Contract as if hereto
attached or herein repeated, form the Contract. In the event that any provision
in any component part of this Contract conflicts with any provision of any other
component part, the provision of the component part first enumerated in this

ARTICLE III shall govern, except as otherwise specifically stated. The various provisions in addenda shall be construed in the order of preference of the component part of the Contract which each modifies.

IN WITNESS WHEREOF, the parties hereto have caused This Instrument to be executed in _____ original counterparts the day and year first above written.

(Contractor)

BY _____

TITLE _____

ATTEST:

HOUSING AUTHORITY OF THE CITY OF NEWARK

BY _____

TITLE _____

CERTIFICATIONS

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____, who signed this Contract on behalf of the Contractor was then _____ of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

I, HEREBY CERTIFY that, to the best of my knowledge and belief, based upon observation and inquiry, _____, who signed this Contract, for the _____ has authority to execute the same and is the individual who signs similar Contracts on behalf of this corporation with the public generally.

(This last certification must be made by the person who signed the Contract for the Local Authority)

DIRECTIONS FOR PREPARATION OF PERFORMANCE BOND

1. Individual sureties, partnerships, or corporations not in the surety business will not be acceptable.
2. The name of the Principal shall be shown exactly as it appears in the Contract.
3. The penal sum shall be not less than that required by the Specifications.
4. If the Principals are partners, or joint ventures, each member shall execute the bond as an individual, with his place of residence shown.
5. If the Principal is a corporation, the bond shall be executed under its corporate seal. If the corporation has no corporate seal the fact shall be stated, in which case a scroll or adhesive seal shall be affixed following the corporate name.
6. The official character and authority of the person(s) executing the bond for the Principal, if a corporation, shall be certified by the secretary or assistant-secretary thereof under the corporate seal, or there may be attached copies of so much of the records of the corporation as will evidence the official character and authority of the officer signing, duly certified by the secretary or assistant-secretary, under the corporate seal, to be true copies.
7. The current power-of-attorney of the person signing for the surety company must be attached to the bond.
8. The date of the bond must not be prior to the date of the Contract.
9. The following information must be placed on the bond by the surety company:
 - a. The rate of premium in dollars per thousand; and
 - b. The total dollar amount of premium charged.
10. The signature of a witness shall appear in the appropriate place, attesting to the signature of each party to the bond.
11. Type or print the name underneath each signature appearing on the bond.
12. An executed copy of the bond must be attached to each copy of the Contract (original counterpart) intended for signing.

.....

CAUTION: Extreme care must be taken in preparing the bond(s) so that a portion of the text of the body of the instrument appears on the same page as the signatures of the principal and his surety, or the signatures may be placed on the reverse of a page containing text. In addition, the continuity from page to page must be clearly evident.

Note: Bond is to be countersigned by Local Agent.

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
as principal, and _____

as sureties, are hereby held and firmly bound unto the HOUSING AUTHORITY OF THE
CITY OF NEWARK, in the penal sum of _____
(\$ _____) DOLLARS, for the payment
of which well and truly to be made, we hereby jointly and severally bind our-
selves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 19____.

The condition of the above obligation is such that whereas, the above named
principal did on the _____ day of _____, 19____,
enter into a Contract with the HOUSING AUTHORITY OF THE CITY OF NEWARK, which said
Contract is made a part of this bond the same as though set forth herein.

Now, if the said _____ shall well and faithfully
do and perform the things agreed by _____ to be done
and performed according to the terms of said Contract, and shall pay all lawful
claims of subcontractors, materialmen, laborers, persons, firms, or corporations
for labor performed or materials, provisions, provender or other supplies or
teams, fuels, oils, implements or machinery furnished, used or consumed in the
carrying forward, performing or completing of said Contract, we agreeing and
assenting that this undertaking shall be for the benefit of any subcontractor,
materialman, laborer, person, firm or corporation having a just claim, as well as
for the obligee herein; then this obligation shall be void, otherwise the same
shall remain in full force and effect; it being expressly understood and agreed
that the liability of the surety for any and all claims hereunder shall in no
event exceed the penal amount of this obligation as herein stated.

The said surety stipulates and agrees that no modifications, omissions or
additions in or to the terms of the said Contract or in or to the plans and
specifications therefore shall in anywise affect the obligation of said surety
on its bond.

Principal

BY _____

Surety

Signed, sealed and delivered
in the presence of:

Attest:

As to Principal

As to Surety

The rate of premium on this bond is _____ per thousand.
The total amount of premium charged is \$ _____.
(The above to be filled in by surety company).
(Power-of-attorney of person signing for surety company must be attached.)

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in any of the contract documents, the following meanings shall be given to the terms herein defined:

- a. The "Contract" means the Contract executed by the Local Authority and the Contractor, of which these General Conditions form a part. The documents which comprise the Contract are set forth in the Contract form
- b. The terms "Local Authority" and "Contractor" mean the respective parties to the Contract.
- c. The term "Project" means the housing project for which work is contemplated in whole or in part under this Contract.
- d. The term "Specifications" means the volumes which include, and the term shall include, the Instructions and Forms (consisting of the form of Invitation for Bids Instructions to Bidders, Form of Bid, Form of Bid Bond, Form of Non-Collusive Affidavit, Form of Statement of Bidder's Qualifications, Form of Contract and Form of Performance and Payment Bond or Bonds), the General Specifications consisting of the General Conditions and the Technical Specifications.

2. CONTRACTOR

Only one Contractor is recognized as a party to this Contract, and where the term "Contractor" is used the Contractor who signed this Contract is referred to.

3. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall give his personal superintendence to the work or have a competent superintendent, satisfactory to the Local Authority on the work at all times during progress with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

4. SUBCONTRACTS

- a. The Contractor shall not award any work to any subcontractor without prior written approval of the Local Authority, which approval will not be given until the Contractor submits to it a written statement containing such information as the Local Authority may require concerning the proposed subcontractor and the scope of the subcontract, together with the subcontractor's non-collusive affidavit, (Form of Non-Collusive Affidavit appears on Page 9).
- b. No proposed subcontractor shall be disapproved except for cause.
- c. The Contractor shall be as fully responsible to the Local Authority for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the

terms of the General Conditions, and other documents comprising the Contract insofar as they are applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontractor that the Local Authority may exercise over the Contractor under any provisions of the Contract. The Contractor shall insert in each of his subcontracts the provisions (appropriately modified) of Sections headed as follows: PAYING SALARIES OR WAGES, NON-REBATE OF WAGES, SUBMITTAL OF PAYROLLS AND RELATED REPORTS, DISPUTES CONCERNING WAGE RATES, AND CLASSIFICATION OF LABOR, WAGE CLAIMS AND ADJUSTMENTS, TERMINATION BECAUSE OF VIOLATION OF WAGE PROVISIONS, of these General Conditions.

e. Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Local Authority.

5. OTHER CONTRACTS

The Local Authority may award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Local Authority. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor. Where more than one contractor is employed on the site it shall be the responsibility of the Local Authority to coordinate the work of all such contractors unless otherwise expressly provided herein.

6. BREAKDOWN AND PERIODICAL ESTIMATES

a. For the purpose of preparing an acceptable progress schedule, and as a basis upon which partial payments to the Contractor may be authorized, immediately after execution of the Contract the Contractor shall furnish, on forms to be supplied by the Local Authority, a detailed estimate, (herein termed "Breakdown"), giving a complete breakdown of his Contract price, so arranged and itemized as to meet the approval of the Local Authority. If the Contract covers more than one project, a separate Breakdown shall be furnished for each project.

b. The values employed in making up this Breakdown are for the purpose of making partial payments and shall not be taken as a basis for additions to or deductions from the contract price.

c. In order to receive partial payments as the work progresses the Contractor shall submit, on forms supplied by the Local Authority, Periodical Estimates showing the value of the work performed each month, based upon the items appearing in the approved Breakdown. Such estimates must be submitted not later than ten (10) days in advance of the date set for payment, and are subject to correction and revision as required. In final form, they must bear the certification of the Local Authority before any payment may be made.

7. PAYMENT TO CONTRACTORS

Ten percent (10%) of all bills submitted for payment will be retained until Contract is completed.

Final ten percent (10%) will be retained until Contract Completion Documents are executed.

8. CHANGES IN THE WORK

a. The Local Authority may make changes in the work of the Contractor by making alterations therein, or by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the conditions of the original Contract.

b. Except in an emergency endangering life or property, no change shall be made by the Contractor unless in pursuance of a written order from the Local Authority authorizing the change and no claim for an adjustment of the Contract price or time shall be valid unless so ordered.

9. RIGHT OF LOCAL AUTHORITY TO TERMINATE CONTRACT

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to his employees or to his subcontractors, or persistently disregard instructions of the Local Authority or fail to observe or perform the provisions of the Contract, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Local Authority may, by at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the Local Authority, terminate the Contractor's right to proceed with the work. In such event, the Local Authority may take over and prosecute the work to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Local Authority for any excess cost occasioned the Local Authority thereby; and in any such case the Local Authority may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. The foregoing provisions are in addition to, and not in limitation of, the rights of the Local Authority under any other provisions of the Contract.

10. DELAYS - DAMAGES

a. If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Specifications or any extension thereof, or fails to complete said work within such time, the Local Authority, may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event the Local Authority may take over the work and prosecute the same to completion, by contract or otherwise and the Contractor and his sureties shall be liable to the Local Authority for any excess cost occasioned the Local Authority thereby. If the Contractor's right to proceed is so terminated, the Local Authority may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. Until such time as the Local Authority terminates the right of the Contractor to proceed, the Contractor shall continue the work, and the Contractor shall pay to the Local Authority as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed or accepted, or until such time as the Contractor's right to proceed shall

be terminated, the amount as set forth in the Specifications, and the Contractor and his sureties shall be liable for the amount thereof. In the event the Local Authority shall at any time subsequent to the date of completion, as established in the Contract or any amendment thereto, terminate the Contractor's right to proceed, such termination shall not relieve the Contractor of the payment of the liquidated damages which have accrued from the completion date as established in the Contract, up to and including the date of termination of the Contractor's right to proceed; Provided, That the right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, or of the public enemy, acts of the Government, acts of the Local Authority, acts of another Contractor in the performance of a contract with the Local Authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, if the Contractor shall within ten (10) days from the beginning of any such delay (unless the Local Authority, shall grant a further period of time prior to the date of final settlement of the Contract) notify the HOUSING AUTHORITY OF THE CITY OF NEWARK in writing of the causes of delay, who shall ascertain the facts and the extent of delay, and the Local Authority shall, extend the time for completing the work when in its judgment the findings of fact of the Local Authority justify such an extension, and the findings of fact thereon shall be final and conclusive upon the parties hereto.

b. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable.

11. ASSIGNMENT OF CONTRACT

The Contractor's obligations and duties under this Contract shall not be assigned in whole or in part by the Contractor without the written approval of the Local Authority. This Contract may be assigned by the Local Authority to any corporation agency, or instrumentality authorized to accept such assignment.

12. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the HOUSING AUTHORITY OF THE CITY OF NEWARK shall decide the question of equality.

b. Materials specified by reference to the number or symbol of a specific standard, such as a Commercial Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.

c. Specific reference in the Technical Specifications to any article, device, product, material, fixture, form, or type, etc., by name, make or catalog number

shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition, and the Contractor, in such cases, may at his option use any article, device, product, or material, fixture, form or type which in the judgment of the HOUSING AUTHORITY OF THE CITY OF NEWARK, expressed in writing is equal to that named.

13. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall furnish for approval all samples (and certificates related to them) as stipulated under the several divisions of the Technical Specifications as well as all other samples as requested by the Local Authority.

b. Label, or otherwise properly mark on the container the material or product represented, its place of origin, the name of the producer, the name of the Contractor, and the name and symbol of the Project for which it is intended.

14. DOMESTIC AND FOREIGN MATERIALS

Except for materials listed in this section, only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States of America, and only such manufactured articles, materials, and supplies as have been manufactured in the United States of America substantially all from articles, materials, or supplies, mined, produced or manufactured, as the case may be, in the United States of America, shall be employed under this Contract.

The following have been exempted by the Public Housing Administration from the foregoing provision:

Antimony	Jute	Copper, natural - nickel alloy
Asbestos	Kaurigum	Manganese Ore - 35% and over
Asphalt - native	Lac	Oil, China Wood (tung oil)
Carnauba Wax	Mercury	Rubber - natural
Chromium	Mica	Sisal
Cork	Nickel	Tin
Flax	Platinum	Titanium
Gump	Silk	Tungsten

15. CONVICT-MADE MATERIALS

No materials manufactured or produced in a penal or correctional institution shall be incorporated in the Project under this Contract.

16. INSURANCE

a. Before commencing work each Contractor shall submit to the Local Authority for review and approval his Workmen's Compensation and Manufacturers' and Contractors' Public Liability Insurance policies and shall similarly submit his subcontractors' policies before each commences work. Further, before commencing work on the project each Contractor shall submit his Builder's Risk policy. The policies to be thus submitted shall be scheduled on an approval form to be supplied by the Local Authority. Such insurance shall be carried with financially responsible insurance companies approved by the Local Authority and shall be kept in force until the Contractor's work is accepted and taken over by the Local Authority. Contracts of insurance (covering operations under this Contract) which expire before

the Contractor's work is accepted and taken over by the Local Authority shall be renewed and submitted to the Local Authority for approval.

b. The Contractor shall carry Workmen's Compensation Insurance for all his employees engaged in work at the site, in accordance with State or Territorial Workmen's Compensation Laws. Each Contractor shall require his subcontractors to carry such insurance for all his employees working at the site.

c. The Contractor shall carry Manufacturers' and Contractors' Public Liability Insurance with Limits of \$50,000/\$100,000 to protect the Contractor against claims for injury to or death of one or more than one person as a result of accidents which may occur at the site from operations under the Contract. Each Contractor shall require his subcontractors to carry such insurance. Such insurance shall cover the use of all equipment, hoists, and vehicles on the site.

17. PREVAILING SALARIES OR WAGES

a. The Contractor shall pay to all laborers, mechanics and technicians employed on or about the site of the Project not less than the wages prevailing in the locality of the Project, as predetermined by the Secretary of Labor of the United States pursuant to the Davis-Bacon Act (Title 40, U.S.C., Secs. 276a-276a-5).

b. All laborers and mechanics employed on the site of the Project shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Anti-Kickback Regulations (29 CFR Part 3), the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of the Secretary of Labor of the United States, the substance of which is included in the Specifications regardless of any contractual relationship which may be alleged to exist between the Contractor or subcontractor and such laborers and mechanics; and the wage determination decision shall be posted by the Contractor at the site of the work in a prominent place where it can be easily seen by the workers.

c. If the Contractor or any of his subcontractors finds it necessary or desirable to exceed the prevailing salary or wage rates specified in his contract, any expense incurred by the Contractor or subcontractors because of the payment of salaries or wages in excess of such amounts shall not be cause for any increase in the amount payable under his contract. The Local Authority shall not consider or allow any claim for additional compensation made by the Contractor or subcontractors because of such payments.

d. The Local Authority will not make any payment under this Contract unless and until the Local Authority has received an affidavit from the Contractor that such Contractor and each of his subcontractors has made payment to each class of employees in compliance with the applicable provisions of a and b of this Section.

e. Apprentices shall be employed in the Project only under a bona fide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, United States Department of Labor, or if no such recognized Council exists in a State, under a program registered with the Bureau of Apprenticeship, United States Department of Labor.

f. No laborer or mechanic employed in the Project shall be discharged or in any other manner discriminated against because such laborer or mechanic has filed any

complaint or instituted or caused to be instituted any proceedings or has testified or is about to testify in any proceedings under or relating to the labor standards incorporated in this Contract.

g. If, after the award of the Contract, it becomes necessary to employ any person in a trade or occupation not classified in the list contained in the specification, such person shall be paid at not less than such rate as shall be determined by the Secretary of Labor, or by applicable State law, whichever is the higher, and such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Local Authority of his intention to employ persons in trades or occupations not classified in sufficient time for the Local Authority to obtain approved rates for such trades or occupations.

18. HOURS OF WORK

Laborers and mechanics shall not be permitted to work more than eight (8) hours per day nor more than forty (40) hours per week, unless such employees are paid at least time and a half for hours of work in excess of the limits prescribed above. The said limits shall not apply to executive, supervisory, or administrative employees, as such. If there is a State or Local law applicable to any or all of the foregoing classes of employees prescribing hours of work not in excess of the hours above prescribed the Local Authority will require compliance with the State or Local laws applicable to such class or classes, instead of compliance with the above requirements.

19. QUALIFICATIONS FOR EMPLOYMENT

a. No persons under the age of sixteen (16) years and no person undergoing sentence of imprisonment at hard labor shall be employed in the Project. No person whose age or physical condition is such as to make his employment dangerous to his health or safety or to the health and safety of others shall be employed in the development of the Project; Provided, that this shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may be safely assigned to work which they can ably perform.

b. There shall be no discrimination against any employee, or applicant for employment because of race, creed, color, or national origin. This provision shall be included in all subcontracts.

20. PERSON ENTITLED TO BENEFITS OF LABOR AND MATERIALS PROVISIONS

a. The Contractor and each subcontractor shall extend to every person who performs for him the work of a laborer or mechanic on the Project, or on any part thereof, or in any connection therewith, the benefits of the labor and wage provisions of this Contract, regardless of any contractual relationship between the Contractor and such person, or between any subcontractor and such person.

b. The Contractor shall promptly pay all amounts due from him for services rendered, work performed and materials supplied.

21. WEEKLY PAYMENTS

Every employee of the Contractor or a subcontractor shall be paid in lawful money of the United States or by check if the Contractor provides or secures convenient

and satisfactory facilities approved by the Local Authority for the cashing of the same, without cost or expense to the employee, in the full amount accrued to each individual at the time of closing of the payroll, which shall be at the latest date practicable prior to the date of payment, and there shall be no deduction or rebates on account of goods purchased, rent, or other obligations, but such obligation shall be subject to collection only by legal process.

22. NON-REBATE OF WAGES

The Contractor agrees to comply with the regulations, ruling, interpretations of the Secretary of Labor of the United States pursuant to the Anti-Kickback Act (Title 18, U.S.C., Sec. 874 and Title 40, U.S.C., Sec. 276c) which makes it unlawful to induce any person employed in the construction or repair of public buildings or public works to give up any part of the compensation to which he is entitled under his contract of employment; and the Contractor agrees to insert a like provision in all subcontracts hereunder.

23. SUBMITTAL OF PAYROLLS AND RELATED REPORTS

- a. The Contractor shall, not later than the 7th day following the payment of wages, submit to the Local Authority two (2) legible copies of his payroll and of the payrolls of each of his subcontractors, each with the Payroll Summary completed and the Affidavit notarized on the back of the final sheet. These copies shall be prepared on forms which will be furnished to the Contractor by the Local Authority.
- b. Payroll records shall be maintained during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics employed in the Project. Such records shall contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. The Contractor shall submit weekly to the Local Authority such copies and summaries (on forms prescribed by the PHA and furnished by the Local Authority) of all his payrolls and those of each of his subcontractors, as the Local Authority or the PHA may require. Each payroll and summary shall be accompanied by an affidavit to the effect that (1) such payroll is correct and complete; (2) the wage rates contained therein are not less than those determined by the Secretary of Labor of the United States; and (3) the classifications set forth for each laborer or mechanic conform with the work performed. The Contractor shall make his employment records available for inspection by authorized representatives of the Local Authority, the PHA, and the United States Department of Labor, and shall permit such representatives to interview employees during working hours on the job.
- c. The Contractor shall also furnish to the Local Authority any other information or certifications relating to employees in such form as the Local Authority may request.

24. DISPUTES CONCERNING WAGE RATES AND CLASSIFICATION OF LABOR

- a. All disputes concerning prevailing wage rates or classifications arising under this Contract involving (1) significant sums of money; (2) large groups of employees, or (3) novel or unusual situations, shall be promptly reported by the Local Authority to the PHA for decision, or, at the option of the PHA, referral to the Secretary of Labor of the United States. The decision of the PHA or the Secretary

of labor, as the case may be, shall be final.

b. All questions arising under this Contract relating to the application or interpretation of the Anti-Kickback Act or Sec. 16(2) of the Act shall be referred to the Secretary of Labor of the United States for ruling or interpretation, and such ruling or interpretation shall be final.

25. WAGE CLAIMS AND ADJUSTMENTS

In cases of underpayment of salaries to mechanics or laborers by the Contractor or any of his subcontractors, the Local Authority may withhold from such Contractor out of payments due, an amount sufficient to pay persons employed on the work covered by the Contract the difference between the salaries or wages required to be paid under the Contract and the salaries or wages actually paid such employees for the total number of hours worked, and the amounts withheld may be disbursed by the Local Authority for and on account of the Contractor or the subcontractor to the respective employees to whom they are due. The Local Authority shall in cases of such underpayment withhold such monies; Provided, That the Local Authority shall not be considered in default under this sentence of it has in good faith made payments to the Contractor in reliance upon an affidavit of the Contractor that the salaries and wages required under his Contract have actually been paid.

26. GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use or occupancy of the premises by the Local Authority shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy and defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work unless a longer period is specified. The Local Authority will give notice of observed defects with reasonable promptness.

27. INTEREST OF MEMBER OF CONGRESS

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise therefrom; Provided, that this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

28. TERMINATION BECAUSE OF VIOLATION OF WAGE PROVISIONS

This Contract may be terminated by the Local Authority upon default by the Contractor of any of the provisions of Sections 17, 22, 23, 24 and 25.

29. INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the Local Authority, or former member, officer, or employee of the Local Authority who ceased to be a member, officer, or employee within one (1) year shall voluntarily acquire any interest, direct or indirect, in

any property included or planned to be included in the Project, or in this Contract or any subcontract relating to the Project. If any such person involuntarily acquires any such interest or had acquired any such interest prior to appointment or employment as such member, officer, or employee, then such person shall immediately disclose any such interest in writing to the Local Authority. Upon any such disclosure, a member, officer, or employee shall not participate in any action by the Local Authority relating to the property or contract in which he may have any such interest.

30. TIME FOR COMPLETION

The work shall be commenced at the time stipulated in the Notice to Proceed to the Contractor and shall be fully completed within the time stipulated in the Technical Specifications.

31. LIQUIDATED DAMAGES

As actual damages for any delay in delivery are impossible of determination, the Contractor and his surety shall be liable for, and shall pay to the Local Authority, the sum of \$_____ per unit as fixed, agreed and liquidated damages for each calendar day of delay until delivery of items called for hereunder.

32. DEFAULT

In case of default by the Contractor other than those covered in the preceding Sections, the Local Authority may procure the articles or equipment from other sources and hold the Contractor responsible for any excess cost occasioned there- by; Provided, that if public necessity requires the use of materials or equipment not conforming to the Specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

33. NONDISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of the nondiscrimination clause.

The Contractor further agrees to insert the foregoing provision in all subcontract hereunder, except subcontracts for standard commercial supplies or raw materials.

34. MINIMUM RATES OF PAY

The following minimum rates have been determined and adopted in accordance with the provisions contained in the General Conditions and not less than the rates established by the Secretary of Labor and listed herein shall be paid all laborers, mechanics and technicians employed on or about the sites of Projects under this Contract.

Listed herein shall be paid to the following trades and occupations:

	<u>Per Hour</u>
Carpenters	\$4.65
Ironworkers	\$4.85
Construction Laborers	\$3.75

APPRENTICE SCHEDULE
Period and Rate

<u>Craft</u>	<u>Interval</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>	<u>8th</u>
Carpenters	6 mos	35	40	45	50	55	65	75	85.

PART I

TECHNICAL SPECIFICATIONS
FOR
ALUMINUM CHAIN LINK FENCES

SECTION I. PROJECT SITES

The sites of the Housing Projects are all located throughout the City of Newark, County of Essex and State of New Jersey and listed individually as follows.

NJ 2-1	Seth Boyden Court	124 Seth Boyden Terrace
NJ 2-2	Pennington Court	214 South Street
NJ 2-5	James M. Baxter Terrace	202 Orange Street
NJ 2-6	Stephen Crane Village	1 Stephen Crane Plaza
NJ 2-7	John W. Hyatt Court	11 Hawkins Court
NJ 2-8	Felix Fuld Court	80 Jelliff Avenue
NJ 2-9	Franklin D. Roosevelt	35 Riverview Court
NJ 2-10	Otto E. Kretchmer Homes	71 Ludlow Street
NJ 2-11	Archbishop Thomas J. Walsh Homes	1945 McCarter Highway
NJ 2-12	Rev. William P. Hayes Homes	71 Boyd Street
NJ 2-13	Christopher Columbus Homes	112 Eighth Avenue
NJ 2-14	Joseph P. Bradley Court	46 North Munn Avenue
NJ 2-15	Stella Windsor Wright Homes	159 Spruce Street

SECTION II. SCOPE OF WORK

1. FENCE WORK AT PROJECT NJ 2-5

a. At large play area between buildings #5 and #13 as shown on drawing #F-61-2 remove, clean and salvage existing fencing and store on project as directed for use under the repair contract. In place of the above salvaged Fencing furnish and install 18'0" High Aluminum Chain Link Wire Fence with barbed top complete with 1 5/8" top, bottom and two (2) middle rails.

Note: Correct Drawing #F-61-2 as follows: omit 48'0" section of fencing in area of Building #11 between steps and corner of Play Area. A 12'0" high concrete wall will be constructed in this area for handball.

b. At location of new spray pool between buildings #16 and 17 as shown on Drawings #16 and #17 as shown on Drawing #SF-61-1, furnish and install 42" High Aluminum Chain Link Wire Fence with barbed top including top and bottom rails.

2. FENCE WORK AT PROJECT NJ 2-6

At ramps to buildings #4, #17 & #21 as shown on Drawing #F-61-1, furnish and install Aluminum Chain Link Wire to existing pipe rails complete with gate and bottom rail.

3. FENCE WORK AT PROJECT NJ 2-9

At locations shown on Drawing #F-61-3, furnish and install 48" Aluminum Chain Link Fence at two (2) locations between Buildings #1 & #2 and Buildings #4 & #5 complete with double gates and top and bottom rails.

SECTION III. MATERIAL ALUMINUM CHAIN LINK

- a. The fabric shall be 2" diamond mesh chain link woven from 6061-T-94 wire 0.148" diameter and shall be barbed finish.
- b. Fabric shall be fastened to rails, posts, etc. with 0.148" diameter 1100-H18 wire, spaced not more than 8" apart and shall be wrapped twice around rails.
- c. Posts and rails shall be as follows:

Line posts shall be 6063-T6, . 2" ASA Schedule 40 pipe, 2.375" O.D.

End or Corner Post shall be 6063 T6, . 2-1/2" ASA Schedule 40 pipe, 2.875" O.D.

End or Corner Posts for 18'0" high Fence shall be 6063-T6, 3 1/2" as a schedule 40 pipe, 4.0" O.D.

Rails shall be 6063-T6 1-1/4" ASA Schedule 40 pipe, 1.66" O.D.
- d. Rail ends, brace ends, post tops, etc. shall be casting of SG70 A alloy or equivalent of ASTM B26 or B108.

SECTION IV. METHOD CONSTRUCTION

- a. All Posts shall be set in 1-2-4 mix concrete bases 12" in diameter for 18'0" high fences and 18" in diameter for all other heights. The 18'0" high fence posts shall be set 42" below grade with bottom of concrete 6" below end of Posts, on all other heights fence the Posts shall be set 30" below grade with bottom of concrete 6" below end of Posts. The top of base shall be 2" above grade and finished with a bevel to shed water.
- b. All posts shall be spaced uniformly with chain link fence post not more than 10' on centers.
- c. After concrete has set and the posts have become rigid, the installation of fencing may be started. Bottom rails shall be 6" above finished grade.
- d. All wire fabric shall be 2" above top rail and 4" above finished grade and shall be tightly stretched (without deformation) to eliminate all sags and buckles and laced to all posts and rails.
- e. All fences shall have top and bottom rails and fabric shall be tied every eight inches (8") with tie wires wrapped twice around rails.
- f. The ends of the lacing wire shall be turned back to eliminate exposed ends.
- g. The fences shall have a height from top of mesh to grade as specified.

h. All terminal corner and intermediate posts shall be furnished with approved slip-over heads and continuous connections for all railings.

i. All gates shall be provided with approved hasp for locking purposes and shall have stop and catch for holding gates open.

SECTION V. SPECIAL INSTRUCTIONS

The quantities applied on the bid page are approximate and the contract will be adjusted in accordance with quantities actually installed at the unit prices quoted.

The Contractor shall submit Certificate of Insurance prior to starting work. The Contractor shall submit weekly payrolls as required by section 23 of the General Conditions.

SECTION VI. PAYMENTS TO CONTRACTORS

Modify Sec. 7 of General Conditions as follows: Ten per cent (10%) of all bills submitted will be retained until work required by Part I of Contract is completed. These retained monies will be released upon the full completion of Part I and execution of necessary completion documents.

SECTION VII. GUARANTEE

The Contractor shall furnish a written guarantee that all work executed under this heading will be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance of this work.

SECTION VIII. TIME OF COMPLETION

The work shall be commenced at the time stated in the Notice to Proceed to the Contractor, and shall be completed with the utmost speed and efficiency that weather conditions will permit. The completion date of the contract is established as March 31, 1962.

SECTION IX. RESPONSIBILITY

It shall be the bidder's responsibility to inspect all the areas at the various projects in order to familiarize himself with the job conditions and the quantity and type of work to be performed, so that these Specifications will be fully complied with.

SECTION X. PROPERTY DAMAGE

The Contractor shall replace any Authority property damaged through his negligence during the execution of the work. The material used for replacement shall be equal to existing material. All cost of this work shall be borne solely by the Contractor.

SECTION XI. DRAWINGS

The following Drawings are part of this Contract:

Drawing # F-61-1 dated 9/15/61
Drawing # F-61-2 dated 8/24/61
Drawing # F-61-3 dated 7/27/61
Drawing # SP-61-1 dated 7/5/61

PART II
TECHNICAL SPECIFICATIONS
FOR
REPAIR OF GALVANIZED OR
ALUMINUM CHAIN LINK FENCES

SECTION I. PROJECT SITE

The sites of the Housing Projects are located throughout the limits of the City of Newark, County of Essex, and State of New Jersey and listed individually as follows:

NJ 2-1	Seth Boyden Court	124 Seth Boyden Terrace
NJ 2-2	Pennington Court	214 South Street
NJ 2-5	James M. Baxter Terrace	202 Orange Street
NJ 2-6	Stephen Crane Village	1 Stephen Crane Plaza
NJ 2-7	John W. Hyatt Court	11 Hawkins Court
NJ 2-8	Felix Fuld Court	80 Jelliff Avenue
NJ 2-9	Franklin D. Roosevelt Homes	35 Riverview Court
NJ 2-10	Otto E. Kretchmer Homes	71 Ludlow Street
NJ 2-11	Archbishop Thomas J. Walsh Homes	1945 McCarter Highway
NJ 2-12	Rev. William P. Hayes Homes	71 Boyd Street
NJ 2-13	Christopher Columbus Homes	112 Eighth Avenue
NJ 2-14	Joseph P. Bradley Court	46 North Munn Avenue
NJ 2-15	Stella Windsor Wright Homes	159 Spruce Street

SECTION II. SCOPE OF WORK

The work under this heading shall include the furnishing and delivering of all new materials, at unit prices quoted under Items #1 to #76, and all labor, appliances, equipment and services at hourly unit price quoted under Item #77, necessary for complete repair and restoration of all existing chain link fences on project grounds and building roofs. The fence repairs involve 36", 42", 48", 72", 144", and 17'0" height fences and baseball backstops, which shall include in general the following:

Item 1-76 - The furnishing and delivery of material for the repair and/or replacement of existing wire fabric; repair and/or restoration of existing fence framing; replacement of fence foundations or footings; repair swinging gates.

Item 77 - Labor, tools and equipment for installation of above materials, etc. required for all fence repairs.

SECTION III. MATERIALS AND CONSTRUCTION

a. All existing project fences are galvanized steel or aluminum wire chain link over pipe and/or H.U. section frames and are to be repaired with like materials. Details of such type fences shall be designated within these Specifications.

b. All zinc-coating on fabric shall be capable of withstanding six (6) one-minute immersions under the Preece Test for uniformity of coating and shall weigh not less than 1.2 oz. per square foot of actual surface. If present to any extent, frozen joints, uneven and poorly formed mesh, roughness, blisters, sal-amoniac spots, bruises and flaking shall constitute adequate grounds for rejection.

c. Ferrous materials, excepting malleable iron, shall be open hearth steel containing not less than 0.2 per cent (0.2%) copper ladle analysis, provided that post may be high carbon steel.

d. The galvanized wire fabric used on fences shall be woven with #9 gauge drawn copper bearing steel wire, U.S.W.G., in full two inch (2") diamond mesh. The aluminum wire fabric shall be 2" diamond mesh chain link woven from 6061-T94 wire 0.148 diameter. Fabric shall be fastened to railings and other framing with #6 gauge galvanized steel tie wires and/or clamps spaced not more than eight inches (8") apart, wrapped twice around rails. Fabric shall be fastened to all corner and end posts with approved round or flat rod stretcher bars and bands.

e. Top and bottom edges of all fabric shall be barbed finish.

f. Posts and railings shall match existing materials. Minimum requirements are set forth as follows:

POSTS

Galv. 2" O.D.	2.85 lbs per ft.
Galv. 2" H Section	4.1 lbs. per ft.
Galv. 2-1/2" O.D.	3.65 lbs. per ft.
Galv. 3" O.D.	5.79 lbs. per ft.
Galv. 4" O.D.	9.1 lbs. per ft.

Aluminum (6063-T6)	2" ASA Schedule Pipe 40, 2.375" O.D.
Aluminum (6063-T6)	2 1/2" ASA Schedule Pipe 40, 2.875" O.D.
Aluminum (6063-T6)	3 1/2" ASA Schedule Pipe 40, 4.0" O.D.

RAILING, BRACES AND TRUSS

Galv. 1-3/8" O.D.	1.68 lbs. per ft.
Galv. 1-5/8" O.D.	2.27 lbs. per ft.
Galv. 1/2" Round Rod threaded	

Aluminum (6063-T6)	1 1/4" ASA Schedule Pipe 40, 1.66" O.D.
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g. All end, corner and intermediate posts shall be furnished with approved malleable iron slip-over heads and connections for top, middle and bottom rails. In such pipe, steel in rolled sections shall be high carbon. Pipe and other material including post top, sleeves, rails, fittings and other framework shall be hot-dip zinc coated after fabrication with coating to weigh not less than 2.0 oz. per square foot of actual surface. Aluminum rail ends, brace ends, post tops, etc., shall be casting of SG70A alloy or equivalent of ASTM B26 or B108.

h. Post footings or foundations for site fences shall meet minimum requirements set forth as follows:

HEIGHTS

36" Fences
42", 48" and 72" Fences
144" Fences
17'0" High Fence

POSTS IN EARTH

30"
36"
42"
48"

Posts shall be set 6" above bottom of concrete bases and shall be a minimum of 12" in diameter for all fences except 36" fences which shall be 10" in diameter.

In concrete pads on building roofs - Projects NJ 2-10, NJ 2-11, NJ 2-12, NJ 2-13 and NJ 2-15 (buildings above 3 stories only).

ALL POSTS

36" Fence NJ 2-10 - 2" posts in sleeves, 8" grouted with liquid sulphur.
NJ 2-11 - 2" posts in sleeves, 14" grouted with liquid sulphur.
NJ 2-12 - 2" posts in sleeves, 8" grouted with liquid sulphur.
NJ 2-13 - 2½" posts in sleeves, 8" grouted with liquid sulphur.
NJ 2-15 - 2½" posts in sleeves, 8" grouted with liquid sulphur.

All posts upon being replaced shall be securely fastened and waterproofed to existing pan flashing.

1. All roof fence framework has barbed wire arm post tops and a single strand of barbed wire, and are conventionally fitted with rail cups, bands, etc., except Project NJ 2-13, which has a solid one-piece all welded rigid 2-1/2" frame which shall be repaired in like manner.

j. Lacing wires shall be turned back to eliminate exposed ends.

k. Concrete for post footings shall be a 1-2-4 mix.

1. Where fence fabric has parted in the middle of a panel and the new material cannot be woven into the existing fabric, the repair (a vertical splice) shall be started back at the nearest post so that the continuity of the fence will not be broken. Vertical wire splices shall not be allowed in the middle of a panel.

m. Fence repairs on the various projects shall include dismantling of worn or otherwise defective fabric, framing and fittings and replacement with new materials.

SECTION IV. LABOR

The labor unit as set up on bid page is based on an Ironworker Foreman and two (2) Ironworkers as a gang and includes all equipments, tools, etc., required to remove replace and repair existing fences throughout all Projects.

SECTION IV. LABOR (cont'd)

The gang shall always be one (1) Ironworker Foreman and (2) Ironworkers. Should the Contractor report with a larger gang, additional men will not be paid should he report with smaller gang, he will not be permitted to work.

SECTION V. SPECIAL INSTRUCTIONS

The Contractor shall insert a unit price on all material items (#1 to 76) and the hourly labor rate item (#77) and shall extend all items.

Special Instruction: The same insurance and payroll statements from Part I.

The quantities applied to the items are estimated, in order to arrive at an approximate contract cost and in no way establish the minimum or maximum amount of contract.

The Contractor shall be required to furnish and install any of the material items and labor listed for a period of one (1) year from date of contract, at the unit prices quoted.

The successful bidder shall be given, with the Notice to Proceed, a Repair Schedule covering the initial repairs required by each project and upon completion of same, shall submit to the Local Authority a detailed breakdown of such repairs by projects, according to his unit prices and hourly rate for such work.

After initial repairs have been completed, the successful bidder shall be subsequently notified by the Local Authority of any new repairs needed and upon such notification shall complete such repairs within three (3) days after receiving such notice. Detailed breakdown of repairs completed shall be submitted as above.

Before and upon completion of all fence repairs, the Contractor shall report to Project Office on which he is working, so as to account for the time allotted for each project repairs.

SECTION VI. PAYMENTS

Payments for Part II the Repair Section of Contract shall be in accordance with Sec. 7 of the General Conditions.

SECTION VII. GUARANTEE

The Contractor shall furnish a written guarantee that all work executed under this heading will be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance of this work.

SECTION VII. TIME OF COMPLETION

The initial Repair Work shall be commenced at the time stated in the Notice to Proceed to the Contractor and shall be completed within thirty (30) calendar days from the date of Notice to Proceed. Further, Repair Work will be ordered for the period of this contract which shall be one (1) year from the date of the Contract, and shall be completed within the specified time.

SECTION IV. RESPONSIBILITY

It shall be the bidder's responsibility to inspect all the areas at the various projects in order to familiarize himself with the quantity and type of work to be performed, so that these Specifications will be fully complied with.

SECTION X. PROPERTY DAMAGE

The Contractor shall replace any Authority property damaged through his negligence during the execution of the work. The material used for replacement shall be equal to existing material. All cost of this work shall be borne solely by the Contractor.